

Attachment 6

Form of release agreements by D&O Releasees

RELEASE

WHEREAS, the First Amended and Restated Joint Chapter 11 Plan of the Debtor and the Plan Sponsor dated June 30, 2012 (the "Plan")¹ defines D&O Releasees as follows:

"D&O Releasees" means those current and former directors, members, and managers of the Debtors or of the Parents, in each case as of the Petition Date or that have become directors, members, or managers thereafter but prior to the Effective Date, but only to the extent each such party agrees, via execution of an agreement (the form of which will be included as an exhibit to a Plan Supplement), to forever release, waive and discharge any and all Claims, obligations, suits, judgments, remedies, damages, demands, debts, rights, causes of action, and liabilities whatsoever (other than a Note Holder Claim or Club Member Claim) against the Debtors, the Estates, the Liquidating Trust, the Liquidation Trustee, the Indenture Trustee, the Negotiating Group, the Advisory Board, the Committee Members, CIPOC, CMAG, CMAHG, the Plan Sponsor or any of its members, partners, shareholders or affiliates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence, taking place on or prior to the Effective Date in any way relating to the Plan Sponsor or any of its members, partners, shareholders or affiliates, the Debtors, the Estates, the conduct of the Debtors' business, the Chapter 11 Cases, the Plan, the Liquidating Trust or the Liquidation Trustee.

NOW, THEREFORE, for and in consideration of certain releases in favor of the undersigned as well as other relief provided in the Plan, upon confirmation of the Plan by order of the Bankruptcy Court and the occurrence of the Effective Date under the Plan, the undersigned hereby agrees to forever release, waive and discharge any and all Claims, obligations, suits, judgments, remedies, damages, demands, debts, rights, causes of action, and liabilities whatsoever (other than a Note Holder Claim or Club Member Claim) against the Debtors, the Estates, the Liquidating Trust, the Liquidation Trustee, the Indenture Trustee, the Negotiating Group, the Advisory Board, the Plan Sponsor or any of its members, partners, shareholders or affiliates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence, taking place on or prior to the Effective Date in any way relating to the Plan Sponsor or any of its members, partners, shareholders or affiliates, the Debtors, the Estates, the conduct of the Debtors' business, the Chapter 11 Cases, the Plan, the Liquidating Trust or the Liquidation Trustee.

Signature: _____

Print Name: _____

Title: _____

- Director or Officer of one or more Debtors
- Director or Officer of one or more Parents

Date: _____

¹ All capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.